

VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
NOVEMBER 6, 2012 AGENDA

SUBJECT:	TYPE:	SUBMITTED BY:
Painting of Public Works Garage Area	Resolution Ordinance ✓ Motion Discussion Only	Michael Baker Deputy Village Manager

SYNOPSIS

A motion is requested to authorize award of a contract to Codeco Industries Inc./Cote Decorating Co. of Hodgkins, Illinois in the amount of \$24,985.00 for the painting of the Public Works Garage Bay Area at 5101 Walnut Avenue.

STRATEGIC PLAN ALIGNMENT

The goals for 2011-2018 identified *Top Quality Infrastructure*.

FISCAL IMPACT

The FY12 budget includes \$40,000 in the Major Building Fund for this project.

RECOMMENDATION

Approval on the November 6, 2012 consent agenda.

BACKGROUND

The FY2012 Community Investment Program includes this planned project in the Public Works Facility. A request-for-proposal (RFP) was published and the Village received four qualified proposals.

1. Cote Decorating Inc. (Codeco)	\$24,985.00
2. Best Quality Builder of Ill, Inc	\$39,500.00
3. Randex Painting Inc.	\$39,985.00
4. P & S Painting Inc.	\$59,000.00

Codeco Industries offered the lowest price and met all of the required qualifications. Staff has conducted reference checks and determined that the company has successfully completed this type of project before.

ATTACHMENTS

Contract Documents



® REQUEST FOR PROPOSAL

Name of Proposing Company: CODECO INDUSTRIES INC. / COTE DECORATING CO.

Project Name: Painting of Public Works Garage Bay Area
Proposal No.: RFP-0-33-2012
Proposal Due: September 19, 2012, 4:15 p.m.
Pre-Proposal Conference: **REQUIRED: September 12, 2012, 10:00 a.m.**
Public Works 5101 Walnut Ave.
Downers Grove, IL. 60515

Required of All Proposers:

Deposit: No
Letter of Capability of Acquiring Performance Bond: No

Required of Awarded Contractor:

Performance Bond/Letter of Credit: No
Certificate of Insurance: Yes

Legal Advertisement Published: September 5, 2012

Date Issued :September 5 2012

This document consists of 27 pages.

Return **original** and **two duplicate copies** of proposal in a **sealed envelope** marked with the Proposal Number as noted above to:

THERESA H. TARKA
PURCHASING ASSISTANT
VILLAGE OF DOWNERS GROVE
801 BURLINGTON AVENUE
DOWNERS GROVE, IL 60515
PHONE: 630/434-5530
FAX: 630/434-5571
www.downers.us

The VILLAGE OF DOWNERS GROVE will receive proposals Monday thru Friday, 8:00 A.M. to 5:00 P.M. at the Village Hall, 801 Burlington Avenue, Downers Grove, IL 60515.

SPECIFICATIONS MUST BE MET AT THE TIME THE PROPOSAL IS DUE.

The Village Council reserves the right to accept or reject any and all Proposals, to waive technicalities and to accept or reject any item of any Proposal.

The documents constituting component parts of this contract are the following:

- I. REQUEST FOR PROPOSALS
- II. TERMS & CONDITIONS
- III. DETAILED SPECIFICATIONS
- IV. PROPOSER'S RESPONSE TO RFP
- V. PROPOSAL/CONTRACT FORM

DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT. Proposers MUST submit an original, and 2 additional paper copies of the total Proposal. Upon formal award of the Proposal, the successful Proposer will receive a copy of the executed contract.

I. REQUEST FOR PROPOSALS

1. GENERAL

- 1.1 Notice is hereby given that the Village of Downers Grove will receive sealed Proposals up to **September 19, 2012, 4:15 p.m.**
- 1.2 Proposals must be received at the Village of Downers Grove by the time and date specified. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.3 Proposal forms shall be sent to the Village of Downers Grove, ATTN: **Theresa Tarka**, in a sealed envelope marked "SEALED PROPOSAL". The envelope shall be marked with the name of the project, date, and time set for receipt of Proposals.
- 1.4 All Proposals must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting the Proposal. Telephone, email and fax proposals will not be accepted.
- 1.5 By submitting this Proposal, the Proposer certifies under penalty of perjury that they have not acted in collusion with any other Proposer or potential Proposer.

2. PREPARATION OF PROPOSAL

- 2.1 It is the responsibility of the Proposer to carefully examine the specifications and proposal documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed services.
- 2.2 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of Proposals. All changes or interpretations of the specifications shall be made by the Village in a written addendum to the Village's proposers of record.
- 2.3 In case of error in the extension of prices in the Proposal, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.4 All costs incurred in the preparation, submission, and/or presentation of any Proposal including any Proposer's travel or personal expenses shall be the sole responsibility of the Proposer and will not be reimbursed by the Village.
- 2.5 The Proposer hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, bonds, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and conditions necessarily involved in the work to be done and materials to be furnished in accordance with

the requirements of the Contract Documents considered severally and collectively.

3. PRE- PROPOSAL CONFERENCE

3.1 A pre-proposal conference may be offered to provide additional information, inspection or review of current facilities or equipment, and to provide an open forum for questions from Proposers. This pre-proposal conference is not mandatory (unless stated "Required" on the cover of this document), but attendance by Proposers is strongly advised as this will be the last opportunity to ask questions concerning the Proposal.

3.2 Questions may be posed in writing to the Village (faxed and emailed questions are acceptable), but must be received by the Village prior to the scheduled time for the pre-proposal conference. Questions received will be considered at the conference. An addendum may be issued as a result of the pre-proposal conference. Such an addendum is subject to the provisions for issuance of an addendum as set forth in Section 2.2 above.

4. MODIFICATION OR WITHDRAWAL OF PROPOSALS

4.1 A Proposal that is in the possession of the Village may be altered by a letter bearing the signature or name of the person authorized for submitting a Proposal, provided that it is received prior to the time and date set for the Proposal opening. Telephone, email or verbal alterations of a Proposal will not be accepted.

4.2 A Proposal that is in the possession of the Village may be withdrawn by the Proposer, up to the time set for the Proposal opening, by a letter bearing the signature or name of the person authorized for submitting Proposals. Proposals may not be withdrawn after the Proposal opening and shall remain valid for a period of ninety (90) days from the date set for the Proposal opening, unless otherwise specified.

5. SECURITY FOR PERFORMANCE

5.1 The awarded contractor, within thirteen (13) calendar days after acceptance of the Proposer's Proposal by the Village, shall furnish security for performance acceptable to the Village when required under the documents. Such security shall be either a satisfactory performance bond (bonding company must be licensed to do business in Illinois) or a letter of credit on the form provided by the Village and available from the Village's Purchasing Manager. Any bond shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq. **NOTE: As evidence of capability to provide such security for performance, each Proposer shall submit with the Proposal either a letter executed by its surety company indicating the Proposer's performance bonding capability, or a letter from a bank or savings and loan within twenty-five miles of the corporate boundaries of the Village indicating its willingness and intent to provide a letter of credit for the Proposer.**

6. DELIVERY

6.1 All proposal prices are to be quoted, delivered F.O.B. Village of Downers Grove, 801 Burlington, Downers Grove, IL 60515.

7. TAX EXEMPTION

7.1 The Village is exempt from Illinois sales or use tax for direct purchases of materials and supplies. A copy of the Illinois Sales Tax Exemption Form will be issued upon request. The Village's federal identification will also be provided to selected vendor.

8. RESERVED RIGHTS

8.1 The Village reserves the exclusive right to waive sections, technicalities, irregularities and informalities and to accept or reject any and all Proposals and to disapprove of any and all subcontractors as may be in the best interest of the Village. Time and date requirements for receipt of Proposals will not be waived.

II. TERMS AND CONDITIONS

9. VILLAGE ORDINANCES

9.1 The successful Proposer will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

10. USE OF VILLAGE'S NAME

10.1 The Proposer is specifically denied the right of using in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

11. SPECIAL HANDLING

11.1 Prior to delivery of any product which is caustic, corrosive, flammable or dangerous to handle, the Proposer will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid before delivery. Proposer shall also notify the Village and provide material safety data sheets for all substances used in connection with this Contract which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act.

12. INDEMNITY AND HOLD HARMLESS AGREEMENT

12.1 To the fullest extent permitted by law, the Proposer shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Proposer, its employees, or its subcontractors, and the Proposer shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Proposer shall, at its own expense, satisfy and discharge the same. This agreement shall not be construed as requiring the Proposer to indemnify the Village for its own negligence. The Proposer shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the Proposer, its employees, or its subcontractors.

13. NONDISCRIMINATION

13.1 Proposer shall, as a party to a public contract:

- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- (b) By submission of this Proposal, the Proposer certifies that it is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this Proposal.

13.2 It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Proposer shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et. seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

14. SEXUAL HARASSMENT POLICY

14.1 The Proposer, as a party to a public contract, shall have a written sexual harassment policy that:

- 14.1.1 Notes the illegality of sexual harassment;
- 14.1.2 Sets forth the State law definition of sexual harassment;
- 14.1.3 Describes sexual harassment utilizing examples;
- 14.1.4 Describes the Proposer's internal complaint process including penalties;
- 14.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and
- 14.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

15. EQUAL EMPLOYMENT OPPORTUNITY

15.1 In the event of the Proposer's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Proposer may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Proposer agrees as follows:

- 15.1.1 That it will not discriminate against any employee or applicant for employment

because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, sexual identity or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

- 15.1.2 That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 15.1.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, or an unfavorable discharge from military services.
- 15.1.4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Proposer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Proposer in its efforts to comply with such Act and Rules and Regulations, the Proposer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 15.1.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 15.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 15.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the Proposer will be liable for compliance with applicable provisions of this clause by

such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

16. DRUG FREE WORK PLACE

Proposer, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:

- 16.1 Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Proposer's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- 16.2 Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Village's or Proposer's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
- 16.3 Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 16.4 Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace from an employee or otherwise receiving actual notice of such conviction.
- 16.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 16.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 16.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

17. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

- 17.1 In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, Proposer agrees to comply with the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 *et seq.*, and further agrees that all of its subcontractors

shall comply with such Act. As required by the Act, Proposer agrees that it will file with the Village prior to commencing work its written substance abuse prevention program and/or that of its subcontractor(s) which meet or exceed the requirements of the Act.

18. PREVAILING WAGE ACT

18.1 Proposer agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed under this Contract. Proposer agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this Contract or related subcontract. For applicable rates, go to the State of Illinois – Department of Labor website and use the most current DuPage County rate.

18.2 Proposer and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Proposer in connection with the Contract. This record shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract.

18.3 In the event this is a contract for a public works project, as defined in 820 ILCS 130/2, Proposer agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.

18.4 In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, any and all contractors and subcontractors shall submit certified payroll records to the Village no later than the tenth (10th) day of each calendar month for the immediately preceding month in which construction on a public works project has occurred. **WITHOUT THIS PAPERWORK, NO INVOICE SHALL BE PAID BY THE VILLAGE.** Contractors and subcontractors must also submit a statement affirming that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate, and that the contractor and subcontractor are aware that filing false records is a Class A misdemeanor. The records must include the name, address, telephone number, social security number, job classification, hours of work, hourly rate, and start and end time of work each day for every worker employed on the public work. The Village reserves the right to check the pay stubs of the workers on the job. The Village further cautions that payment for any services rendered pursuant to this Contract may be predicated upon receipt of said records.

18.5 In the event that this is a construction project where Motor Fuel tax monies or state grant monies are used in the construction, maintenance and extension of municipal streets, traffic control signals, street lighting systems, storm sewers, pedestrian subways or overhead crossings, sidewalks and off-street parking facilities, and the like, the Village will require an Apprenticeship and Training Certification, attached after the Proposer's Certification.

18.6 Any bond furnished as security for performance shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*

19. PATRIOT ACT COMPLIANCE

19.1 The Proposer represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Proposer further represents and warrants to the Village that the Proposer and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Proposer hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

20. INSURANCE REQUIREMENTS

20.1 Prior to starting the work, Contractor and any Subcontractors shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by the Contractor or Subcontractor or any Sub-Sub Contractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall not be less than the greater of coverages and limits of liability specified below or any coverages and limits of liability specified in the Contract Documents or coverages and limits required by law unless otherwise agreed to by the Village.

Workers Compensation	\$500,000	Statutory
Employers Liability	\$1,000,000	Each Accident
	\$1,000,000	Disease Policy Limit
	\$1,000,000	Disease Each Employee
Comprehensive General Liability	\$2,000,000	Each Occurrence
	\$2,000,000	Aggregate
		<i>(Applicable on a Per Project Basis)</i>
Commercial Automobile Liability	\$1,000,000	Each Accident
Professional Errors & Omissions	\$2,000,000	Each Claim
(pursuant to section .9 below)	\$2,000,000	Annual Aggregate

Village of Downers Grove

Umbrella Liability

\$ 5,000,000

- 20.2 Commercial General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents. The limit must be on a "Per Project Basis".
- 20.3 Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
- 20.4 Workers Compensation coverage shall include a waiver of subrogation against the Village.
- 20.5 Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, **or** by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.
- 20.6 Contractor and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the "Village of Downers Grove, its officers, officials, employees and volunteers" as "additional insureds" with respect to liability arising out of operations performed; claims for bodily injury or death brought against the Village by any Contractor or Subcontractor employees, or the employees of Subcontractor's subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be **Primary and Non-Contributory**.
- 20.7 Contractor and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A- VIII. In the event that the Contractor or any Subcontractor fails to procure or maintain any insurance required by the Contract Documents, the Village may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the Village, or terminate this Contract pursuant to its terms.
- 20.8 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) days prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to Village and shall provide satisfactory evidence of compliance with all insurance requirements. The

Village shall not be obligated to review such certificates or other evidence of insurance, or to advise Contractor or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver of the right to enforce the terms of the obligations hereunder. The Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.

- 20.9 Only in the event that the Work under the Contract Documents includes design, consultation, or any other professional services, Contractor or the Subcontractor shall procure, maintain, and pay for Professional Errors and Omissions insurance with limits of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate. If such insurance is written on a claim made basis, the retrospective date shall be prior to the start of the Work under the Contract Documents. Contractor and all Subcontractors agree to maintain such coverage for three (3) years after final acceptance of the Project by the Village or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.
- 20.10 Any deductibles or self-insured retentions shall be the sole responsibility of the Insured. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees and volunteers; or the Proposer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

21. COPYRIGHT/PATENT INFRINGEMENT

- 21.1 The Proposer agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any equipment, systems, or services provided by the Proposer that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

22. COMPLIANCE WITH OSHA STANDARDS

- 22.1 Equipment supplied to the Village must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.

23. CERCLA INDEMNIFICATION

- 23.1 In the event this is a contract that has environment aspects, the Proposer shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the Village, its officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, et seq., as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Proposer, both before and after its disposal.

24. BUY AMERICA

- 24.1 The Contractor agrees to comply with 49 U.S.C.5323(j), the Federal Transportation Administration's (FTA) Buy America regulations at 49 C.F.R. Part 661, and any amendments thereto, and any implementing guidance issued by the FTA, with respect to this Contract, when financed by Federal funds (through a grant agreement or cooperative agreement).
- 24.2 As a condition of responsiveness, the Contractor agrees to submit with its proposal submission, an executed Buy America Certificate, attached hereto.

25. CAMPAIGN DISCLOSURE

- 25.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its submission, an executed Campaign Disclosure Certificate, attached hereto.
- 25.2 The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.
- 25.3 Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.
- 25.4 By signing the bid or proposal documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

26. SUBLETTING OF CONTRACT

- 26.1 No contract awarded by the Village shall be assigned or any part subcontracted without the written consent of the Village Manager. In no case shall such consent relieve the Contractor from their obligation or change the terms of the contract.

All approved subcontracts shall contain language which incorporates the terms and conditions of this Contract.

27. TERM OF CONTRACT

- 27.1 This Contract may be extended no more than twice for subsequent annual periods (two annual extensions) by mutual agreement of both parties, providing such agreement complies with Village purchasing policies and the availability of funds. However, if this Contract is not one that is subject to extension, such information will be available in the detailed specifications or special conditions section.

28. TERMINATION OF CONTRACT

28.1 The Village reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, for any reason and/or in the event that sufficient funds to complete the Contract are not appropriated by the Village.

28.2 The Village further reserves the right to terminate the whole or any part of this Contract, upon ten (10) days' written notice to the Contractor, in the event of default by the Contractor. Default is defined as failure of the Contractor to perform any of the provisions of this Contract or failure to make sufficient progress so as to endanger performance of this Contract in accordance with its terms. In the event that the Contractor fails to cure the default upon notice, and the Village declares default and termination, the Village may procure, upon such terms and in such manner as the Village may deem appropriate, supplies or services similar to those so terminated. The Contractor shall be liable for any excess costs for such similar supplies or services unless acceptable evidence is submitted to the Village that failure to perform the Contract was due to causes beyond the control and without the fault or negligence of the Contractor. Any such excess costs incurred by the Village may be set-off against any monies due and owing by the Village to the Contractor.

29. BILLING & PAYMENT PROCEDURES

29.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Proposer within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Proposer within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.

29.2 The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Contractor requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.

29.3 If this Contract is for work defined as a "fixed public work" project under the Illinois Prevailing Wage Act, 820 ILCS 130/2, any contractor or subcontractor is required to submit certified payroll records along with the invoice. No invoice shall be paid without said records.

29.4 Please send all invoices to the attention of Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL 60515.

30. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE

30.1 The relationship between the Village and the Proposer is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

31. STANDARD OF CARE

31.1. Services performed by Proposer under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Contract, or in any report, opinions, and documents or otherwise.

31.2 If the Proposer fails to meet the foregoing standard, Proposer will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Proposer's failure to comply with the above standard and reported to Proposer within one (1) year from the completion of Proposer's services for the Project.

31.3 For Professional Service Agreements (i.e. Engineer, Consultant): Project site visits by Proposer during construction or equipment installation or the furnishing of Project representatives shall not make Proposer responsible for: (i) construction means, methods, techniques, sequences or procedures; (ii) for construction safety precautions or programs; or (iii) for any construction contractor(s)' failure to perform its work in accordance with contract documents.

32. GOVERNING LAW

32.1 This Contract will be governed by and construed in accordance with the laws of the State of Illinois without regard for the conflict of laws provisions. Venue is proper only in the County of DuPage and the Northern District of Illinois.

33. SUCCESSORS AND ASSIGNS

33.1 The terms of this Contract will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Contract in whole or in part without the prior written approval of the other. The Proposer will provide a list of key staff, titles, responsibilities, and contact information to include all expected subcontractors.

34. WAIVER OF CONTRACT BREACH

34.1 The waiver by one party of any breach of this Contract or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Contract and will not be construed to be a waiver of any provision except for the particular instance.

35. AMENDMENT

35.1 This Contract will not be subject to amendment unless made in writing and signed by all

parties.

36. NOT TO EXCEED CONTRACT

36.1 The contract price is a "not-to-exceed" cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, any change, addition or price increase must be agreed to in writing by all parties who have executed the initial contract.

36.2 Change orders for public works projects which authorize an increase in the contract price that is 50% or more of the original contract price or that authorize or necessitate any increase in the price of a subcontract under the contract that is 50% or more of the original subcontract price must be resubmitted for bidding in the same manner by which the original contract was bid. (50 ILCS 525/1)

37. SEVERABILITY OF INVALID PROVISIONS

37.1 If any provisions of this Contract are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Contract, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

38. NOTICE

38.1 Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the Village as follows:

**Village Manager
Village of Downers Grove
801 Burlington Ave.
Downers Grove, IL 60515**

And to the Proposer as designated in the Contract Form.

39. COOPERATION WITH FOIA COMPLIANCE

39.1 Contractor acknowledges that the Freedom of Information Act may apply to public records in possession of the Contractor or a subcontractor. Contractor and all of its subcontractors shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. 5 ILCS 140/1 et.seq.

III. DETAIL SPECIFICATIONS PAINTING

The Village of Downers Grove is seeking a qualified painting contractor to paint the interior walls of the Public Works Garage Bay Area per the following specifications:

Areas to be painted include outer tilt up concrete walls, interior block walls, wash bay and work bay and lower block walls on shop wall. Not included is the Mezzanine area.

Prep to include:

Clean all surfaces to be painted by washing with a detergent and water compound using brushes to remove the efflorescence on tilt up concrete, power wash to rinse.

Solvent clean to remove oil, grease, drawing and cutting compounds.

Scrape peeling paint on walls and over original caulk in tilt up seams, clean caulk to accept new paint.

Scrape and sand rust on pipes in bays to be painted.

Scrape and feather sand peeling areas in bays.

Caulk gaps, cracks, joints in block and concrete.

Mask metal roof and supports, cement floors prior to painting.

Paint:

Apply "Loxon Masonry primer" or equivalent to all tilt up concrete walls.

Apply (2) two coats of "Sherwin-Williams Multi-Surface Acrylic" or equivalent to outer tilt up walls and block walls other than interior of wash bay and work bay.

Apply (2) two coats of "Sherwin-Williams Marcropoxy 646 Fast Cure Epoxy" or equivalent to interior of wash bay and work bay.

Pipes and conduit on walls to be painted with the same wall paint.

A specification sheet is required for alternative products.

All work must be completed prior to December 31, 2012.

IV. PROPOSER'S RESPONSE TO RFP

(Proposer must insert response to RFP here. DO NOT insert a form contract, the RFP document including detail specs and Proposer's response will become the contract with the Village.)

CODECO INDUSTRIES INC./COTE DECORATING CO.



7099 SANTA FE DR. UNIT E ◆ HODGKINS, ILL. 60525

Phone 708-579-2099 ◆ Fax 708-579-2077

www.cotedecorating.com

PROPOSAL

DATE: 9/17/12

TO: VILLAGE OF DOWNERS GROVE
801 BURLINGTON AVE.
DOWNERS GROVE, IL. 60515

ATTN: THERESA TARKA, PURCHASING ASSISTANT

PROJECT: PAINTING OF PUBLIC WORKS GARAGE BAY AREA

PROPOSAL #: RFP-0-33-2012

DUE DATE: 9/19/2012, 4:15pm

WE PROPOSE TO SUPPLY ALL THE LABOR, EQUIPMENT AND MATERIALS TO COMPLETE THE PAINTING AS FOLLOWS:

CLEANING, PREP WORK AND PAINTING WILL BE AS PER DETAIL SPECIFICATIONS PAINTING, WITH THE FOLLOWING ALTERNATIVE PAINT PRODUCTS TO BE USED IN LIEU OF THE SHERWIN WILLIAMS PRODUCTS SPECIFIED:

**ALL ALTERNATIVE PRODUCTS ARE FROM THE AKZO NOBEL PAINTS CO.
(SEE ATTACHED DATA SHEETS)**

PRIMER:	GLIDDEN HYDROSEALER #6001-XXXX	IN LIEU OF LOXON PRIMER
TOPCOAT:	GLIDDEN ULTRA-HIDE 250 GLOSS #3028-XXXN	IN LIEU OF MULTISURFACE ACRYLIC
EPOXY:	DEVOE COATINGS DEVRAN 224 HS EOPXY	IN LIEU OF MACROPOXY 646

FOR THE BASE BID OF \$24,985.00

ALL WORK WILL BE DONE IN A NEAT WORKMANLIKE MANNER BY FULLY INSURED UNION EMPLOYEES.

RESPECTFULLY SUBMITTED

JIM BAKAS

CODECO INDUSTRIES INC./COTE DECORATING

THE UNIVERSITY OF TORONTO LIBRARY

UNIVERSITY OF TORONTO LIBRARY
130 St. George Street
Toronto, Ontario M5S 1A5

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HYDROSEALER Primer Sealer 6001-XXXX

Previously ICI Paints PREP & PRIME® HYDROSEALER
Waterborne Multi Purpose Primer Sealer

DESCRIPTION

A revolutionary acrylic bonding primer designed to provide excellent adhesion to smooth masonry surfaces. **GLIDDEN PROFESSIONAL™** Hydrosealer Primer Sealer also binds chalky and worn surfaces, provides a mildew resistant coating and resists checking and cracking over bare exterior masonry, stucco, plywood, pine, cedar and redwood. **GLIDDEN PROFESSIONAL** Hydrosealer Primer Sealer resists tannin-wood bleed, nail head rust and pine sap stains from leaching up into the topcoat. Dries fast, hides and levels well and applies easily. Highly alkali resistant and may be applied to new, dry concrete or masonry surfaces with a pH up to 13.0 and prior to a 30 day cure. Applies at temperatures as low as 35°F. This paint contains a preservative which inhibits the growth of mildew on the surface of this paint film.

CERTIFICATIONS

AS OF 7/1/2009, COMPLIES WITH	
MPI#	6
LEED	No
CHPS	No
GREENGUARD	No
AIM	Yes
OTC/LADCO	Yes
CARB	Yes
SCAQMD	Yes

PERFORMANCE DATA

CHARACTERISTIC:	RESULTS:
Enamel Hold Out*	★★★★★★☆☆☆
Adhesion to Substrate*	★★★★★★☆☆☆
Hiding*	★★★★★★☆☆☆
Sag Resistance	14-18 mils wet
Air and Substrate Application Temperature	35°F (2°C) - 90° F (32° C)
Service Temperature Limits	200° F (93° C)
Storage Temperature	40°F (4°C) - 95° F (35° C)

*Findings based on internal product comparisons performed at 77° F (25° C) 50% RH. Results rating scale from 1-10, 10 being the highest rating.

COMPOSITION

- 100% Acrylic Resin for superior performance and durability
- No Alkyd or Vinyl-Acrylic Resins
- High Levels of Titanium Dioxide
- Not manufactured with lead or mercury containing materials.

SPECIFICATION

Color:

White, tintable up to 4 oz per gallon

Clean-up Solvent:

Soap and water

Finish: Non-Flat

Gloss: 8 - 15 units @ 60°

Density:

10.2 lbs/gal (1.22 kg/L)

Solids:

Volume - 36% +/- 1%

Weight - 47% +/- 1%

VOC:

100 g/L (0.84 lbs/gal) maximum

Refer to MSDS for regulatory VOC content of complete product line

Theoretical Coverage @ 1 mil dry:

570 sq ft/gal (14 m²/L)

Practical Coverage:

Apply at 350-400 sq ft/gal (9-10 m²/L).

Actual coverage may vary depending on substrate and application method.

Recommended Film Thickness:

4.0 - 4.6 mils wet

1.4 - 1.7 mils dry

Airless Spray Application:

Pressure - 2000 psi

Tip - .015" - .019"

Dry Times:

77°F (25°C) & 50% RH

To touch - 30 minutes

To recoat - 1 hour

35°F (2°C)

To touch - 3-6 hours

To recoat - 24 hours

Flame Spread Rating:

Class A (0-25) on non-combustible surfaces

Flash Point:

None

Shelf Life:

1 year minimum - unopened



www.gliddenprofessional.com

9 FINISHES
PAINTING (09900)

Read Label and Material Safety Data Sheet Prior to Use. See other cautions on last page. DSF1-0690



SURFACE PREPARATION

GENERAL SURFACE PREPARATION:

All surfaces must be sound, dry, clean and free of oil, grease, dirt, rust, mildew, form release agents, curing compounds, loose and flaking paint and other foreign substances.

NEW SURFACES:

Concrete and Masonry:

- Cure at least three days before painting, poured in place concrete must cure for at least seven days
- pH must be 13.0 or lower
- Roughen slick poured or precast concrete and remove sealers by chemical cleaning or abrasive method such as sandsweeping
- Rinse thoroughly with water and allow to dry
- Remove loose aggregate
- Prime with this product
- Fill concrete block with 3010 Concrete Coatings Block Filler or BLOXFIL® 4000 Interior/Exterior Heavy Duty Acrylic Block Filler

Fiber Cement Board:

- Prime entire surface and all edges with this product
- Caulk with an acrylic caulk

Wood:

- Spot prime pine knots with this product
- Countersink nails, prime entire surface with this product
- Slight discoloration on staining woods such as redwood or cedar is normal
- If discoloration is considerable, apply a second coat of this product or for improved protection prime with 2110 Stain Stomper Exterior Primer Sealer
- Caulk with an acrylic caulk

Preprimed and Unprimed Hardboard:

- Prime entire surface and all edges with this product or 2110 Stain Stomper Exterior Primer Sealer
- Caulk with an acrylic caulk

Steel:

- Performance over hand or power tool cleaned surfaces is dependent on the degree of cleaning
- Clean off oils and other contaminants
- Prime with Devflex 4020PF Direct-to-Metal Primer, DEVGUARD® 4360 Low VOC Universal Primer or DEVGUARD 4160 Multi-Purpose Tank & Structural Primer

Galvanized Metal and Aluminum:

- Clean off oils and other contaminants
- Prime bare galvanized metal and aluminum with this product

PREVIOUSLY PAINTED SURFACES:

- Wash to remove contaminants
- Rinse thoroughly with water and allow to dry
- Dull glossy areas by light sanding
- Remove sanding dust
- Remove loose paint
- Scrub heavy chalk areas and overhead areas such as eaves with soap and water
- Remove all mildew by washing with a solution of 16 oz (473 mL) liquid household bleach and two oz (59 mL) non-ammoniated liquid detergent per gallon (3.785 L) of water
- Rinse surfaces clean with water and allow to dry for 24 hours
- Prime bare areas with primer specified under **NEW SURFACES**
- **Weathered Aluminum and Vinyl Siding** - Remove dirt and chalk
- Prime with this product
- Do not repaint vinyl siding with colors darker than the original color; the siding may warp

SURFACE PREPARATION - con't

WARNING! If you scrape, sand, or remove old paint, you may release lead dust. **LEAD IS TOXIC. EXPOSURE TO LEAD DUST CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE.** Wear an NIOSH-approved respirator to control lead exposure. Clean up carefully with a HEPA vacuum and a wet mop. Before you start, find out how to protect yourself and your family by contacting the National Lead Information Hotline at 1-800-424-LEAD or log on to www.epa.gov/lead.

DIRECTIONS FOR USE

TINTING:

May be tinted with up to four oz/gal of DRAMATONE™ colorants.

SPREADING RATE:

Apply at 350-400 sq ft/gal (9-10 m²/L). Actual coverage may vary depending on substrate and application method. For best hiding, tint primers towards finish coat color. Certain colors such as yellow, orange and pink may require multiple coats.

APPLICATION:

Mix thoroughly before use. May be applied by brush, roller or airless spray. No thinning required. For airless spray application, use a .015"-.019" tip at 2000 psi, adjust pressure as needed. Establish that air, surface and material temperatures are above 35°F (2°C) and at least 5°F above the dew point prior to painting. Do not apply at temperatures below 35°F or when temperatures are expected to drop below 35°F within 48 hours of application. Do not apply if rain, snow or heavy dew is expected within 48 hours. On large expanses of metal, temperatures must be 50°F (10°C) or higher.

DRYING TIME:

At 77°F (25°C) and 50% R.H., dries to touch in 30 minutes and to recoat in one hour. At 35°F (2°C), dries to touch in three to six hours and to recoat in 24 hours. High humidity, thick films or poor ventilation will increase these times.

CLEAN-UP:

Clean hands and tools immediately with warm, soapy water. Clean spills right away with a damp cloth.

PRECAUTIONS

WARNING! CAUSES EYE, SKIN AND RESPIRATORY TRACT IRRITATION. HARMFUL IF SWALLOWED. CONTAINS ETHYLENE GLYCOL WHICH CAN CAUSE SEVERE KIDNEY DAMAGE WHEN INGESTED AND HAS BEEN SHOWN TO CAUSE BIRTH DEFECTS IN LABORATORY ANIMALS. POTENTIAL CANCER HAZARD. CONTAINS FORMALDEHYDE WHICH HAS BEEN SHOWN TO CAUSE UPPER RESPIRATORY TRACT CANCER AND ALLERGIC RESPIRATORY REACTION. MAY CAUSE ALLERGIC SKIN REACTION. CONTAINS MICA WHICH MAY CAUSE PNEUMOCONIOSIS. USE ONLY WITH ADEQUATE VENTILATION! KEEP OUT OF THE REACH OF CHILDREN. For emergency information call (800) 545-2643. Note: These warnings encompass the product series. Prior to use, read and follow product-specific MSDS and label information. If sanding is done, wear a dust mask to avoid breathing of sanding dust. Do not breathe vapors or spray mist. Ensure fresh air entry during application and drying. Avoid contact with eyes and skin. If you experience eye watering, headaches, or dizziness, leave the area. If properly used, a respirator may offer additional protection. Obtain professional advice before using. Close container after each use. **FIRST AID:** In case of skin contact, wash thoroughly with soap and water. If any product remains, gently rub petroleum jelly, vegetable or mineral/baby oil onto skin, then wash again with soap and water. Repeated applications may be needed. Remove contaminated clothing. For eye contact, flush immediately with large amounts of water, for at least 15 minutes. Obtain emergency medical treatment. If swallowed, obtain medical treatment immediately. If inhalation causes physical discomfort, remove to fresh air. If discomfort persists or any breathing difficulty occurs, get medical help. **KEEP FROM FREEZING.** DS128-1003

SHIPPING

FREIGHT CLASSIFICATION:

Paint, Freezable

PACKAGING:

1 gallon (3.785 L)
5 gallons (18.925 L)

FLASH POINT:

None



AkzoNobel

Akzo Nobel Paints LLC, Strongsville, Ohio 44136



www.gliddenprofessional.com

LIMITATION OF LIABILITY To the best of our knowledge, the technical data contained herein are true and accurate at the date of issuance but are subject to change without prior notice. We guarantee our product to conform to the specifications contained herein. WE MAKE NO OTHER WARRANTY OR GUARANTEE OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. Liability, if any, is limited to replacement of the product or refund of the purchase price. LABOR OR COST OF LABOR AND OTHER CONSEQUENTIAL DAMAGES ARE HEREBY EXCLUDED.

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ULTRA-HIDE® 250 Interior/Exterior Gloss Paint 3028-XXXXN

Previously ICI Paints DULUX® PRO PREMIUM™
Interior/Exterior Acrylic High Gloss Finish

DESCRIPTION

GLIDDEN PROFESSIONAL™ ULTRA-HIDE® 250 gloss paint is specially formulated to provide great adhesion, moisture resistance, hide, as well as quick dry and recoat times when applied by brush, roller, or spray. Ideal for use on interior and exterior substrates in many commercial and property maintenance applications.

CERTIFICATIONS

AS OF 7/1/2009, COMPLIES WITH	
MPI#	114
LEED	Yes
CHPS	No
GREENGUARD	No
AIM	Yes
OTC/LADCO	Yes
CARB	Yes
SCAQMD	Yes

PERFORMANCE DATA

CHARACTERISTIC:	RESULTS:
Adhesion*	★★★★★★★★★★
Moisture Resistance*	★★★★★★★★★★☆
Dry Hide*	★★★★★★★★★★☆
Shim Scrub Resistance*	★★★★★★★★★★
Washability*	★★★★★★★★★★☆
Block Resistance*	★★★★★★★★★★☆
Chalk Adhesion*	★★★★★★★★★★☆
Mildew Resistance*	★★★☆☆☆☆☆☆
Weathering*	★★★★★★★★★★☆
Early Moisture Resistance*	★★★★★★★★★★☆
Sag Resistance	10-14 mils wet
Air and Substrate Application Temperature	50° F (10° C) - 90° F (32° C)
Service Temperature Limits	200° F (93° C)
Storage Temperature	40° F (4° C) - 95° F (35° C)

*Performance ratings are based on product comparisons to other products in that sheen range, performed at 77° F (25° C) 50% RH. Rating scale is from 1-10, 10 being the highest rating.

COMPOSITION

- 100% Acrylic Resin
- Titanium Dioxide and Extender Pigments
- Not manufactured with lead or mercury containing materials.

SPECIFICATION

Color:

White & custom colors

Clean-up Solvent:

Soap and water

Finish: Gloss

Gloss: 65 units minimum @ 60°

Density:

10.05 lbs/gal (1.21 kg/L)

Solids:

Volume - 35% +/- 1%

Weight - 47% +/- 1%

VOC:

50 g/L (0.42 lbs/gal) maximum
Refer to MSDS for regulatory VOC content of complete product line

Theoretical Coverage @ 1 mil dry:

568 sq ft/gal (14 m²/L)

Practical Coverage:

Apply at 350-400 sq ft/gal (9-10 m²/L).
Actual coverage may vary depending on substrate and application method.

Recommended Film Thickness:

4.0 - 4.6 mils wet

1.4 - 1.6 mils dry

Airless Spray Application:

Pressure - 2000 psi

Tip - .015" - .019"

Dry Time 77° F (25° C) & 50% RH:

To touch - 1 hours

To recoat - 4 hours

Flame Spread Rating:

Class A (0-25) on non-combustible surfaces

Flash Point:

None

Shelf Life:

1 year minimum - unopened



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9 FINISHES
PAINTING (09900)

Read Label and Material Safety Data Sheet Prior to Use. See other cautions on last page. DSF1-0690

1. The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that proper record-keeping is essential for the integrity of the financial system and for the ability to detect and prevent fraud.



2. The second part of the document outlines the specific procedures for recording transactions. It details the steps involved in the accounting cycle, from identifying the transaction to the final closing of the books. It also discusses the importance of using standardized accounting principles and practices to ensure consistency and comparability of financial statements.

3. The third part of the document addresses the role of internal controls in the accounting process. It explains how internal controls help to minimize the risk of errors and fraud by establishing a system of checks and balances. It also discusses the importance of separating duties and maintaining proper documentation as key components of an effective internal control system.

4. The fourth part of the document discusses the importance of transparency and accountability in financial reporting. It emphasizes that financial statements should be prepared in accordance with established accounting standards and should be subject to independent audit. It also discusses the role of the auditor in providing an objective opinion on the fairness and accuracy of the financial statements.



SURFACE PREPARATION

GENERAL SURFACE PREPARATION:

All surfaces must be sound, dry, clean and free of oil, grease, dirt, rust, mildew, form release agents, curing compounds, loose and flaking paint and other foreign substances.

NEW SURFACES:

Drywall:

- Joint compound must dry for two days before priming
- Prime with 1030 PVA Wall Primer Sealer

Wood:

- Interior, set nails, fill with latex spackle
- Sand smooth
- Dust clean
- Prime with 3210 GRIPPER® Interior Exterior Primer Sealer or 1110 STAIN JAMMER® Alkyd Primer
- Exterior, spot prime pine knots with 6001 Hydrosealer Exterior Primer
- Countersink nails, prime entire surface with 6001 Hydrosealer Exterior Primer
- Slight discoloration on staining woods such as redwood or cedar is normal
- If discoloration is considerable, apply a second coat of 6001 Hydrosealer Exterior Primer or for improved protection prime with 2110 Stain Stomper Exterior Primer Sealer
- Caulk with an acrylic caulk

Preprimed and Unprimed Hardboard:

- Prime entire surface and all edges with 6001 Hydrosealer Exterior Primer or 2110 Stain Stomper Exterior Primer Sealer
- Caulk with an acrylic caulk

Steel, Galvanized Metal and

Aluminum:

- Performance over hand or power tool cleaned surfaces is dependent on the degree of cleaning
- Clean off oils and other contaminants
- Prime with Deviflex 4020PF Direct-to-Metal Primer, DEVGUARD® 4360 Low VOC Universal Primer or DEVGUARD 4160 Multi-Purpose Tank & Structural Primer

Concrete, Masonry, Plaster and

Stucco:

- Cure at least 30 days before painting
- pH must be 10.0 or lower
- Roughen slick poured or precast concrete and remove sealers by chemical cleaning or abrasive method such as sandswearing
- Rinse thoroughly with water and allow to dry
- Remove loose aggregate
- Interior, prime with 3030 Concrete Coatings Bond-Prep Pigmented Bonding Primer
- Prime plaster with 3210 GRIPPER Interior Exterior Primer Sealer
- Exterior, prime with 6001 Hydrosealer Exterior Primer
- Product may be used self-priming on interior and exterior concrete, used as a primer under itself
- Fill concrete block with 3010 Concrete Coatings Block Filler or BLOXFIL® 4000 Interior/Exterior Heavy Duty Acrylic Block Filler

SURFACE PREPARATION CONTINUED

PREVIOUSLY PAINTED SURFACES:

- Wash to remove contaminants
- Rinse thoroughly with water and allow to dry
- Dull glossy areas by light sanding
- Remove sanding dust
- Remove loose paint
- Scrub heavy chalk areas and overhead areas such as eaves with soap and water
- Remove all mildew by washing with a solution of 16 oz (473 mL) liquid household bleach and two oz (59 mL) non-ammoniated liquid detergent per gallon (3.785 L) of water
- Rinse surfaces clean with water and allow to dry for 24 hours
- Prime bare areas with primer specified under NEW SURFACES

Weathered Aluminum and Vinyl Siding:

- Remove dirt and chalk
- Prime with this product
- If chalk remains after cleaning, prime with 6001 Hydrosealer Exterior Primer
- Do not repaint vinyl siding with colors darker than the original color; the siding may warp

NOTE: Blistering and peeling of exterior house paints down to bare wood is usually caused by moisture behind the paint film. Moisture pressure forces the paint away from the surface. Sources of excess moisture in the wood must be eliminated prior to repainting to obtain normal service life of these paints. Old, unsound multiple coat paint systems may be subject to peeling when repainted due to the added weight and stress created by the paint layers. In such cases, all old paint layers must be removed back to the bare wood before repainting.

WARNING! If you scrape, sand, or remove old paint, you may release lead dust. **LEAD IS TOXIC. EXPOSURE TO LEAD DUST CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE.** Wear an NIOSH-approved respirator to control lead exposure. Clean up carefully with a HEPA vacuum and a wet mop. Before you start, find out how to protect yourself and your family by contacting the National Lead Information Hotline at 1-800-424-LEAD or log on to www.epa.gov/lead

SHIPPING

FREIGHT CLASSIFICATION:

Paint, Freezable

PACKAGING:

1 gallon (3.785 L)
5 gallons (18.925 L)

FLASH POINT:

None

DIRECTIONS FOR USE

TINTING:

Tint the appropriate base with DRAMATONE™ colorants.

SPREADING RATE:

Apply at 350-400 sq ft/gal (m²/L). Actual coverage may vary depending on surface texture, porosity and application method. For best hiding of bright or accent colors, prime with the appropriate grey base. Certain shades of yellow, orange, pink and red may require multiple coats.

APPLICATION:

Mix thoroughly before use. May be applied by brush, roller or airless spray. No thinning required. For airless spray, use a .015"-.019" tip at 2000 psi, adjust pressure as needed. Do not apply when the surface or air temperature is below 50°F (10°C) or if rain snow or heavy dew is expected within 48 hours. Provide good ventilation and warmth for normal drying.

DRYING TIME:

At 77°F (25°C) and 50% R.H., dries to touch in one hour and to recoat in four hours. Low temperature, high humidity, thick films or poor ventilation will increase these times.

CLEAN-UP:

Clean hands and tools immediately with warm, soapy water. Clean spills right away with a damp cloth.

WASHING INSTRUCTIONS:

After 30 days or when paint has fully cured, areas may be washed using a non-abrasive, mild detergent solution and cellulose sponge.

PRECAUTIONS

WARNING! CAUSES EYE, SKIN AND RESPIRATORY TRACT IRRITATION. MAY BE HARMFUL IF SWALLOWED. WHEN TINTED, CONTAINS ETHYLENE GLYCOL WHICH CAN CAUSE SEVERE KIDNEY DAMAGE WHEN INGESTED AND HAS BEEN SHOWN TO CAUSE BIRTH DEFECTS IN LABORATORY ANIMALS. USE ONLY WITH ADEQUATE VENTILATION. KEEP OUT OF THE REACH OF CHILDREN. For emergency information call (800) 545-2643. Note: These warnings encompass the product series. Prior to use, read and follow product-specific MSDS and label information. If sanding, wear a dust mask to avoid breathing of sanding dust. Do not breathe the vapors or spray mist. Ensure fresh air entry during application and drying. Avoid contact with eyes and skin. If you experience eye watering, headaches, or dizziness, leave the area. If properly used, a respirator may offer additional protection. Obtain professional advice before using. Close container after each use. **FIRST AID:** For skin contact, wash thoroughly with soap and water. If any product remains, gently rub with petroleum jelly, vegetable or mineral/baby oil then wash again with soap and water. Repeat as needed. Remove contaminated clothing. For eye contact, flush immediately with plenty of water for at least 15 minutes. Get medical attention. If swallowed, get medical attention immediately. If inhalation causes discomfort, remove to fresh air. If discomfort persists or breathing difficulty occurs, get medical attention. **KEEP FROM FREEZING.** DS10-1005



AkzoNobel

Akzo Nobel Paints LLC, Strongsville, Ohio 44136



www.gliddenprofessional.com

LIMITATION OF LIABILITY To the best of our knowledge, the technical data contained herein are true and accurate at the date of issuance but are subject to change without prior notice. We guarantee our product to conform to the specifications contained herein. WE MAKE NO OTHER WARRANTY OR GUARANTEE OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. Liability, if any, is limited to replacement of the product or refund of the purchase price. LABOR OR COST OF LABOR AND OTHER CONSEQUENTIAL DAMAGES ARE HEREBY EXCLUDED.

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PRODUCT DESCRIPTION

A high performance, multi-purpose, surface tolerant, two-component chemically-cured epoxy semi-gloss coating for industrial or high performance architectural coating (HIPAC) applications. For use on properly prepared steel or masonry surfaces.

INTENDED USES

Ideal for structural steel, piping, tanks, and equipment in chemical, fertilizer, power plants, petroleum refineries, pulp and paper mills, water and sewage treatment plants and mining operations. Can also be used in the hard service areas of correctional facilities, schools, commercial and restaurant kitchens where a high performance architectural coating (HIPAC) is required.

Special Qualifications: Performance alternate for Federal Specifications TT-C-550, TT-C-535B, MIL-C-22750F, and MIL-P-23377F Type I.

PRACTICAL INFORMATION FOR DEVRAN 224HS

Color	Off White, ready mix and custom colors
Gloss Level	Semi-gloss
Volume Solids	75%± 2%
Typical Thickness	4-8 mils (100-200 microns) dry equivalent to 5.3-10.7 mils (133-267 microns) wet
Theoretical Coverage	201 sq.ft/US gallon at 6 mils d.f.t and stated volume solids 5 m ² /liter at 150 microns d.f.t and stated volume solids
Practical Coverage	Allow appropriate loss factors
Method of Application	Airless Spray, Roller, Air Spray, Brush

Drying Time

Temperature	Touch Dry	Hard Dry	Overcoating interval with self	
			Minimum	Maximum
41°F (5°C)	*1	42 hours	20 hours	30 days ²
59°F (15°C)	*1	16 hours	8 hours	30 days ²
68°F (20°C)	*1	9 hours	6 hours	30 days ²
77°F (25°C)	*1	5 hours	3 hours	30 days ²

*1 Not applicable

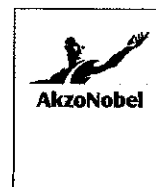
*2 Where overcoating is with epoxy intermediates / finishes or self overcoating.

Overcoating intervals will be reduced where Devran 224HS is to be overcoated with approved finishes; see Product Characteristics for further information.

REGULATORY DATA

Flash Point	Part A 100°F (38°C); Part B 100°F (38°C); Mixed 100°F (38°C)
Product Weight	12.5 lb/gal (1.5 kg/l)
VOC	1.76 lb/gal (212 g/lit) EPA Method 24

See Product Characteristics section.



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1. The first part of the report deals with the general situation of the country and the progress of the war. It is a very interesting and informative account of the events of the year.

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2. The second part of the report deals with the economic situation of the country and the progress of the war. It is a very interesting and informative account of the events of the year.

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3. The third part of the report deals with the social situation of the country and the progress of the war. It is a very interesting and informative account of the events of the year.

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4. The fourth part of the report deals with the political situation of the country and the progress of the war. It is a very interesting and informative account of the events of the year.

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5. The fifth part of the report deals with the cultural situation of the country and the progress of the war. It is a very interesting and informative account of the events of the year.

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6. The sixth part of the report deals with the military situation of the country and the progress of the war. It is a very interesting and informative account of the events of the year.

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7. The seventh part of the report deals with the international situation of the country and the progress of the war. It is a very interesting and informative account of the events of the year.

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8. The eighth part of the report deals with the future of the country and the progress of the war. It is a very interesting and informative account of the events of the year.

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9. The ninth part of the report deals with the conclusion of the report and the progress of the war. It is a very interesting and informative account of the events of the year.

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10. The tenth part of the report deals with the appendix and the progress of the war. It is a very interesting and informative account of the events of the year.

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11. The eleventh part of the report deals with the bibliography and the progress of the war. It is a very interesting and informative account of the events of the year.

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12. The twelfth part of the report deals with the index and the progress of the war. It is a very interesting and informative account of the events of the year.

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SURFACE PREPARATION

Surfaces must be dry, clean, free of oil, grease, form release agents, curing compounds, laitance, other foreign matter and be structurally sound. Remove all loose paint, mortar spatter, mill scale, and rust. All direct to metal coatings provide maximum performance over blasted surfaces. There are situations and cost limitations which preclude blasting. Devran 224HS was designed to provide excellent protection over less than ideal surface preparation. The minimum standard for non-immersion service is SSPC-SP2 or ISO8501-1:2007 St2; for immersion service the minimum standard is SSPC-SP10 or ISO8501-1:2007 Sa2½. These minimum surface preparation standards apply to steel that has been previously abrasive blasted, coated and deteriorated. Where very rusty surfaces still remain after cleaning use Pre-Prime 167 Sealer before application of Devran 224HS. All direct to metal coatings provide maximum performance over near-white blasted surfaces.

New Surfaces
Steel:

Blast to near-white metal surface cleanliness in accordance with SSPC-SP10 or ISO8501-1:2007 Sa2½ for immersion service, or commercial blast cleanliness in accordance with SSPC-SP6 or ISO8501-1:2007 Sa2 for non-immersion service. Blast profile on steel should be 1.5 to 2.5 mils (38-62 microns) in depth and be of a sharp, jagged nature as opposed to a "peen" pattern (from shot blasting). Surfaces must be free of grit dust.

Concrete Block:

Remove loose aggregate and repair voids. Fill with Devran 224HS or Tru-Glaze-WB 4015 blockfiller.

Concrete Floors, Poured Concrete:

Cure at least 30 days. Acid etch or abrasive blast slick, glazed concrete or concrete with laitance. Prime with Pre-Prime 167 or Devran 224HS

Galvanized Steel:

Remove dirt and oils by solvent cleaning or with Devprep 88 Cleaner or other suitable cleaner followed by a thorough water rinsing. Prime with Devran 203 or Devran 205 epoxy primers for non-immersion. For severe moisture condition, abrasive blasting is recommended before priming with Devran 224HS or Devran 201H epoxy primer.

Previously Painted Surfaces

Old coatings should be tested for lifting. If lifting occurs, remove the coating. Otherwise, scuff sand glossy areas and aged epoxy coatings. Clean aged epoxy or urethane coatings with Devprep 88 Cleaner or other suitable cleaner followed by thorough rinsing. Remove cracked and peeling paint. Prime bare areas with appropriate primer.

APPLICATION

Mixing	Material is supplied in two containers as a unit. Always mix a complete unit in the proportions supplied. Once the unit has been mixed, it must be used within the working pot life specified.	
	(1)	Agitate Base (Part A) with a power agitator.
	(2)	Combine entire contents of Initiator (Part B) with Base (Part A) and mix thoroughly with power agitator.
	Allow the mixed material to stand 15 minutes before use.	
Mix Ratio	1 part(s) : 1 part(s) by volume	
Airless Spray	Recommended	Tip Range 19-25 thou (0.48-0.63 mm) Total output fluid pressure at spray tip not less than 3000 psi (211 kg/cm ²) See Product Characteristics section.
Air Spray (Conventional)	Recommended	See Product Characteristics section.
Brush	Suitable	
Roller	Suitable	
Thinner	Not normally required	See Product Characteristics section.
Cleaner	T-10 Thinner	In the SCAQMD region, use acetone or other solvent in compliance with local VOC and air quality regulations.
Work Stoppages	Do not allow material to remain in hoses, gun or spray equipment. Thoroughly flush all equipment with suitable solvent. Once units of paint have been mixed they should not be resealed and it is advised that after prolonged stoppages work recommences with freshly mixed units.	
Clean Up	Clean all equipment immediately after use with appropriate solvent. It is good working practice to periodically flush out spray equipment during the course of the working day. Frequency of cleaning will depend upon amount sprayed, temperature and elapsed time, including any delays. All surplus material and empty containers should be disposed of in accordance with appropriate regional regulations/legislation.	

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The first part of the report deals with the general situation in the country. It is noted that the economy is in a state of depression and that the government is unable to meet its obligations. The report also mentions the political situation and the role of the military.

The second part of the report discusses the financial situation. It is stated that the government has a large deficit and that the money supply is increasing rapidly. This is leading to inflation and a loss of confidence in the currency.

The third part of the report deals with the social situation. It is noted that there is widespread poverty and unemployment. The government is unable to provide for the basic needs of the population.

The fourth part of the report discusses the political situation. It is stated that the government is weak and that there is a lack of political stability. The military is playing a significant role in the government's operations.

The fifth part of the report deals with the international situation. It is noted that the country is isolated and that it is unable to attract foreign investment. The report also mentions the role of the United States in the country's affairs.

The sixth part of the report discusses the economic situation. It is stated that the country's economy is in a state of stagnation and that there is a lack of growth. The government is unable to implement effective economic policies.

The seventh part of the report deals with the social situation. It is noted that there is a high level of illiteracy and that the population is largely uneducated. The government is unable to provide for the basic needs of the population.

The eighth part of the report discusses the political situation. It is stated that the government is weak and that there is a lack of political stability. The military is playing a significant role in the government's operations.

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PRODUCT CHARACTERISTICS
Advantages:

- Excellent corrosion protection
- Resists splash and spillage of solvents, alkalis, salts, moisture, oils, greases, foodstuffs and detergents
- Cold weather cure - application down to 25°F (-4°C)
- Surface tolerant
- Low VOC
- Self-priming on steel or masonry
- Abrasion resistant
- High build/high solids coating

Tinting: Tint the appropriate base (Part A) with industrial colorants. Mix thoroughly before curing agent (Part B) is added.

For airless spray application: Ideally, fluid hoses should not be less than 3/8" ID and not longer than 50 feet to obtain optimum results. Longer hose length may require an increase in pump capacity, pressure, and/or thinning.

For air spray application: Use a fluid tip of 0.070" (1.78mm) or larger, a professional grade conventional gun and an air cap with good break-up. The fluid pressure should be kept low, with just enough air pressure to get good break-up of the coating.

Application at low temperatures: For substrate temperatures between 25°F (-4°C) and 41°F (5°C), two one-pint containers of DC060A0000 may be added to a 10 gallon kit of Devran 224HS. Thoroughly mix the DC060A0000 additive into the Part B (converter) with a power mixer. It should be noted that use of the cold weather additive will shorten the pot life.

In common with all epoxies, Devran 224HS will chalk and discolor on exterior exposure. However, these phenomena are not detrimental to anti-corrosive performance. Devran 224HS may yellow during application and cure if exposed to the combustion by-products of improperly vented fossil fuel burning heaters.

For compliance to VOC regulations, thin as follows:

South Coast Air Quality Management District (SCAQMD) available in DC224FN3501 only: If thinning is desired, add acetone or T-0 Thinner at no more than 5% by volume.

California outside of SCAQMD: If thinning is desired, add T-10 Thinner at no more than 5% by volume.

All other areas: If thinning is desired, 10% or less by volume of T-10 Thinner can be added depending on local VOC and air quality regulations. Any solvent addition should be made after the two components are thoroughly mixed.

Where Devran 224HS is to be overcoated with Devthane 349QC, 378, 378H, 379 or 379H the following overcoating intervals will apply;

	Minimum	Maximum
41°F (5°C)	20 hours	10 days
59°F (15°C)	8 hours	7 days
68°F (20°C)	6 hours	5 days
77°F (25°C)	3 hours	3 days

Where Devran 224HS is to be overcoated with Devthane 359, 359H or 389 the following overcoating intervals will apply;

	Minimum	Maximum
41°F (5°C)	20 hours	15 days
59° (15°C)	8 hours	10 days
68°F (20°C)	6 hours	7 days
77°F (25°C)	3 hours	7 days

Note: VOC values are typical and are provided for guidance purpose only. These may be subject to variation depending on factors such as differences in color and normal manufacturing tolerances. Low molecular weight reactive additives, which will form part of the film during normal ambient cure conditions, will also effect VOC values determined using EPA Method 24.

SYSTEMS COMPATIBILITY

The following primers are recommended for Devran 224HS:

Bar-Rust 231	Bar-Rust 231LV	Bar-Rust 235
Bar-Rust 235V	Cathacoat 302H	Devran 201H
Devran 203	Devran 223	

The following topcoats are recommended for Devran 224HS:

Devthane 349QC	Devthane 359	Devthane 359H
Devthane 378	Devthane 378H	Devthane 379
Devthane 379H	Devthane 389	

1977 International Year of Women

The International Year of Women is a unique opportunity for the world to focus attention on the role of women in society and to promote their full participation in all spheres of life.

The theme of the International Year of Women is "Women and the Development Process". This theme is central to the work of the United Nations and its specialized agencies.

The United Nations has a long history of concern for women's rights and their role in development. This concern is reflected in the work of the Commission on the Status of Women and the International Women's Year Committee.

The International Year of Women is a global celebration of women's achievements and a call to action for the world to achieve gender equality and justice for all.

United Nations
New York, N.Y.
1977

The International Year of Women is a unique opportunity for the world to focus attention on the role of women in society and to promote their full participation in all spheres of life.

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ADDITIONAL INFORMATION

Further information regarding industry standards, terms and abbreviations used in this data sheet can be found in the following documents available at www.international-pc.com:

- Definitions & Abbreviations
- Surface Preparation
- Paint Application
- Theoretical & Practical Coverage

Individual copies of these information sections are available upon request.

SAFETY PRECAUTIONS

This product is intended for use only by professional applicators in industrial situations in accordance with the advice given on this sheet, the Material Safety Data Sheet and the container(s), and should not be used without reference to the Material Safety Data Sheet (MSDS) which International Protective Coatings has provided to its customers.

All work involving the application and use of this product should be performed in compliance with all relevant national, Health, Safety & Environmental standards and regulations.

In the event welding or flame cutting is performed on metal coated with this product, dust and fumes will be emitted which will require the use of appropriate personal protective equipment and adequate local exhaust ventilation.

If in doubt regarding the suitability of use of this product, consult International Protective Coatings for further advice.

PACK SIZE	Unit Size	Part A		Part B	
		Vol	Pack	Vol	Pack
	1 US gal	1 US gal	1 US gal	1 US gal	1 US gal
	5 US gal	5 US gal	5 US gal	5 US gal	5 US gal
For availability of other pack sizes contact International Protective Coatings					
SHIPPING WEIGHT	Unit Size	Part A		Part B	
	1 US gal	14 lb		12.7 lb	
	5 US gal	70.1 lb		63.6 lb	
STORAGE	Shelf Life	24 months minimum at 77°F (25°C). Subject to re-inspection thereafter. Store in dry, shaded conditions away from sources of heat and ignition.			

Disclaimer

The information in this data sheet is not intended to be exhaustive: any person using the product for any purpose other than that specifically recommended in this data sheet without first obtaining written confirmation from us as to the suitability of the product for the intended purpose does so at their own risk. All advice given or statements made about the product (whether in this data sheet or otherwise) is correct to the best of our knowledge but we have no control over the quality or the condition of the substrate or the many factors affecting the use and application of the product. THEREFORE, UNLESS WE SPECIFICALLY AGREE IN WRITING TO DO SO, WE DO NOT ACCEPT ANY LIABILITY AT ALL FOR THE PERFORMANCE OF THE PRODUCT OR FOR (SUBJECT TO THE MAXIMUM EXTENT PERMITTED BY LAW) ANY LOSS OR DAMAGE ARISING OUT OF THE USE OF THE PRODUCT. WE HEREBY DISCLAIM ANY WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. All products supplied and technical advice given are subject to our Conditions of Sale. You should request a copy of this document and review it carefully. The information contained in this data sheet is liable to modification from time to time in the light of experience and our policy of continuous development. It is the user's responsibility to check with their local International Paint representative that this data sheet is current prior to using the product.

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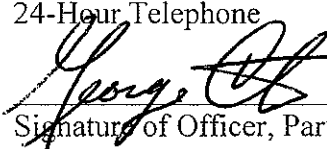
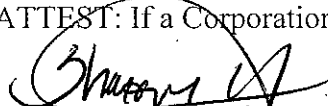
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V. PROPOSAL/CONTRACT FORM

***THIS PROPOSAL, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE, SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.

Entire Block Must Be Completed When A Submitted Proposal Is To Be Considered For Award

PROPOSER:	
CODECO INDUSTRIES INC / COTE DECORATING CO.	Date: <u>9/17/12</u>
Company Name	<u>jim@cotedecorating.com</u>
7099 Santa Fe Dr Unit E	Email Address
Street Address of Company	<u>Jim Bakas</u>
Hodgkins, IL. 60625	Contact Name (Print)
City, State, Zip	<u>708-878-8809</u>
708-579-2099	24-Hour Telephone
Business Phone	
708-579-2077	Signature of Officer, Partner or Sole Proprietor
Fax	<u>George Cote, President</u>
	Print Name & Title
ATTEST: If a Corporation	
	
Signature of Corporation Secretary	

VILLAGE OF DOWNERS GROVE:

Authorized Signature

Title

Date

ATTEST:

Signature of Village Clerk

Date

In compliance with the specifications, the above-signed offers and agrees, if this Proposal is accepted within 90 calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.



VENDOR W-9 REQUEST FORM

The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S all payments of \$600 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

BUSINESS (PLEASE PRINT OR TYPE):

NAME: Codeco Industries Inc. / Cote Decorating Co.

ADDRESS: 7099 Santa Fe Dr. Unit E

CITY: Hodgkins

STATE: Illinois

ZIP: 60525

PHONE: 708-579-2099 FAX: 708-579-2077

TAX ID #(TIN): 36-3820807

(If you are supplying a social security number, please give your full name)

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME:

ADDRESS:

CITY:

STATE: ZIP:

TYPE OF ENTITY (CIRCLE ONE):

- Individual
- Sole Proprietor
- Partnership
- Medical
- Charitable/Nonprofit
- Limited Liability Company -Individual/Sole Proprietor
- Limited Liability Company-Partnership
- Limited Liability Company-Corporation
- Corporation**
- Government Agency

SIGNATURE: [Handwritten Signature] DATE: 9/17/12

PROPOSER'S CERTIFICATION (page 1 of 3)

Painting of Public Works Codeco Industries Inc. /
With regard to Garage Bay Area, Proposer Cote Decorating Co. hereby certifies
(Name of Project) (Name of Proposer)

the following:

1. Proposer is not barred from bidding this contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Proposer certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS 5/2-105(A)(4);
3. Proposer certifies that not less than the prevailing rate of wages as determined by the Village of Downers Grove, DuPage County or the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work for the Village of Downers Grove. All bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause. Proposer ~~agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq., for all work completed. Proposer agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this Contract or related subcontract. Proposer and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Proposer in connection with the Contract. This record shall be sent to the Village on a monthly basis along with the invoice and shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for four (4) years following completion of the Contract. Proposer certifies that proposer and any subcontractors working on the project are aware that filing false payroll records is a class A misdemeanor and that the monetary penalties for violations are to be paid pursuant to law by the proposer, contractor and subcontractor. The Village shall not be liable for any underpayments. If applicable: Since this is a contract for a fixed public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.~~
4. Proposer certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C. F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.
5. Proposer further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Proposer is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Proposer further certifies that if it owes any tax payment(s) to the Department of Revenue, Proposer has entered into an agreement with the Department of Revenue for the payment

PROPOSER'S CERTIFICATION (page 2 of 3)

of all such taxes that are due, and Proposer is in compliance with the agreement.

BY: [Signature]
Proposer's Authorized Agent

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FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number

Subscribed and sworn to before me
this 17th day of September, 2013.

[Signature]
Notary Public
OFFICIAL SEAL
SHARON E COTE
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 08/09/15

(Fill Out Applicable Paragraph Below)

(a) Corporation

The Proposer is a corporation organized and existing under the laws of the State of Illinois, which operates under the Legal name of Codeco Industries Inc./Cote Decorating Co., and the full names of its Officers are as follows:

President: George A. Cote

Secretary: Sharon Cote

Treasurer: Sharon Cote

and it does have a corporate seal. (In the event that this Proposal is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

(b) Partnership

Signatures and Addresses of All Members of Partnership:

PROPOSER'S CERTIFICATION (page 3 of 3)

The partnership does business under the legal name of: _____
which name is registered with the office of _____ in the state of _____.

(c) Sole Proprietor

The Proposer is a Sole Proprietor whose full name is: _____
and if operating under a trade name, said trade name is: _____
which name is registered with the office of _____ in the state of _____.

5. Are you willing to comply with the Village's preceding insurance requirements within 13 days of the award of the contract? YES

Insurer's Name RAND-TEC INSURANCE AGENCY, INC

Agent TODD SILVER

Street Address 977 LAKEVIEW PARKWAY STE. 105

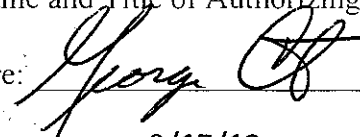
City, State, Zip Code VERNON HILLS, IL. 60061

Telephone Number 847-367-2633

I/We affirm that the above certifications are true and accurate and that I/we have read and understand them.

Print Name of Company: Codeco Industries Inc. / Cote Decorating Co.

Print Name and Title of Authorizing Signature: George Cote President

Signature: 

Date: 9/17/12

Apprenticeship and Training Certification

(Does not apply to federal aid projects. Applicable only to maintenance and construction projects that use Motor Fuel Tax funds or state grant monies.)

Name of Proposer: Codeco Industries Inc. / Cote Decorating Co.

In accordance with the provisions of Section 30-22 (6) of the Illinois Procurement Code, the Proposer certifies that it is a participant, either as an individual or as part of a group program, in the approved apprenticeship and training programs applicable to each type of work or craft that the Proposer will perform with its own forces. The Proposer further certifies for work that will be performed by subcontracting that each of its subcontractors submitted for approval either (a) is, at the time of such bid, participating in an approved, applicable apprenticeship and training program; or (b) will, prior to commencement of performance of work pursuant to this Contract, begin participation in an approved apprenticeship and training program applicable to the work of the subcontract. The Illinois Department of Labor, at any time before or after award, may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. Applicable apprenticeship and training programs are those that have been approved and registered with the United States Department of Labor. The Proposer shall list in the space below, the official name of the program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the Proposer is a participant and that will be performed with the Proposer's forces. Types of work or craft work that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category that does not have an applicable apprenticeship or training program. **The Proposer is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. Return this with the bid.**

The requirements of this certification and disclosure are a material part of the Contract, and the contractor shall require this certification provision to be included in all approved subcontracts. In order to fulfill this requirement, it shall not be necessary that an applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this Contract.

Print Name and Title of Authorizing Signature: George Cote President

Signature: 

Date: 9/17/12

BUY AMERICA CERTIFICATION

Certification requirement for procurement of steel, iron, or manufactured products when Federal funds (Grant Agreement or Cooperative Agreement) are used.

Instructions:

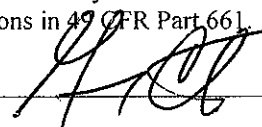
Bidder to complete the Buy America Certification listed below. Bidder shall certify EITHER COMPLIANCE OR NON-COMPLIANCE (not both). This Certification MUST BE submitted with the Bidder's bid response.

Special Note: Make sure you have signed only one of the above statements – either Compliance OR Non-Compliance (not both).

Certificate of Compliance

The bidder or offeror hereby certifies that it **will meet** the requirements of 49 U.S.C. 5323(j)(1), as amended, and the applicable regulations in 49 CFR Part 661.

Signature _____



Company Name Codeco Industries Inc. / Cote Decorating Co.

Title President

Date 9/17/12

Certificate of Non-Compliance

The bidder or offeror hereby certifies that it **cannot comply** with the requirements of 49 U.S.C. 5323(j)(1), as amended, and 49 C.F.R. 661, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Signature _____

Company Name _____

Title _____

Date _____

AFTER THIS CERTIFICATE HAS BEEN EXECUTED, A BIDDER MAY NOT SEEK A WAIVER.

Note: The U.S/Canadian Free Trade Agreement does not supersede the Buy America requirement.

Suspension or Debarment Certificate

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the Proposer certifies to the best of its knowledge and belief, that the company and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal, state or local governmental entity, department or agency;
2. Have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, or convicted of or had a civil judgment against them for a violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal/contract had one or more public transactions (Federal, State or local) terminated for cause or default.

If the Proposer is unable to certify to any of the statements in this certification, Proposer shall attach an explanation to this certification.

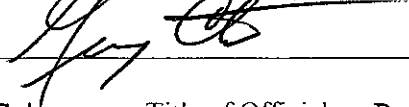
Company Name: Codeco Industries Inc. / Cote Decorating Co.

Address: 7099 Santa Fe Dr. Unit E

City: Hodgkins Zip Code: 60525

Telephone: (708) 579-2099 Fax Number: (708) 579-2077

E-mail Address: jim@cotedecorating.com

Authorized Company Signature: 

Print Signature Name: George Cote Title of Official: President

Date: 9/17/12

CAMPAIGN DISCLOSURE CERTIFICATE

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its submission, an executed Campaign Disclosure Certificate.

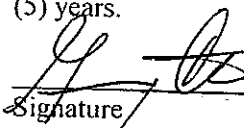
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid or proposal documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

Bidder/vendor has not contributed to any elected Village position within the last five (5) years.



Signature

George Cote

Print Name

Bidder/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name

